

DOC. #5517
ADOPTED 8/19/92

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

HOLY TABERNACLE CHURCH OF GOD IN CHRIST APOSTOLIC, INC.

This Agreement is made as of this ____ day of August, 1992 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, and Holy Tabernacle Church of God In Christ Apostolic, Inc., hereinafter called the Licensee, to authorize Licensee to enter the License Area.

A license to occupy the License Area, as described in Exhibit A attached to this Agreement, is approved subject to the following terms and conditions:

1. The License Area herein identified as the Blair's Parking Lot, consists of approximately 60,000 square feet of land comprising a portion of the block bounded by Palmer Street, Washington Street, Renfrew Street, Eustis Street and Harrison Avenue in the City of Boston as shown on a plan entitled "Plan of Land in Boston (Roxbury), Mass., belonging to Dudley Realty Corp.," dated January 2, 1992, attached hereto as Exhibit A and incorporated by reference herein, for the purpose of conducting a gospel outreach ministry on Saturday, August 22, 1992 from 8:00 a.m. to 5:00 p.m.
2. The Licensee agrees that it is not eligible for relocation benefits.
3. The License Area is to be vacated no later than 5:00 p.m. on Saturday, August 22, 1992. No obligation on the part of the Licensor direct or indirect is to be construed beyond this temporary license.
4. The License Fee shall be waived since the area will only be used for one day.
5. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from, in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the Licensee shall initiate and complete all activities, including any legal proceedings,

necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

6. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with limits of Five Hundred Thousand (\$500,000) Dollars for property damage, One Million (\$1,000,000) Dollars for injury or death to one person, and Two Million (\$2,000,000) Dollars for injury or death to more than one person in a single accident. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
7. The Licensee shall take possession of the License Area in "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
8. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
9. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
10. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor.

The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the Licensee, shall be at the sole risk of the Licensee.

11. The Licensee agrees to comply with the Special Conditions outlined on the attached sheet entitled "Special Conditions", and further agrees to comply with

any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.

12. Failure to pay the License Fee or failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
13. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
14. No fixtures shall be installed in, and no improvements or alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall, at the Licensor's option, become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

Witness:

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Theodore S. Chandler, Acting Director

Approved as to form:

HOLY TABERNACLE CHURCH OF GOD IN
CHRIST APOSTOLIC, INC.

By: _____

SPECIAL CONDITIONS

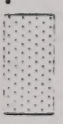
1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Authority thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #6 of the License Agreement, with the Boston Redevelopment Authority named as additional or co-insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

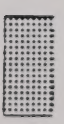
10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.

Vacant Property

Public: Bldg. 

Lot 

Private: Bldg. 

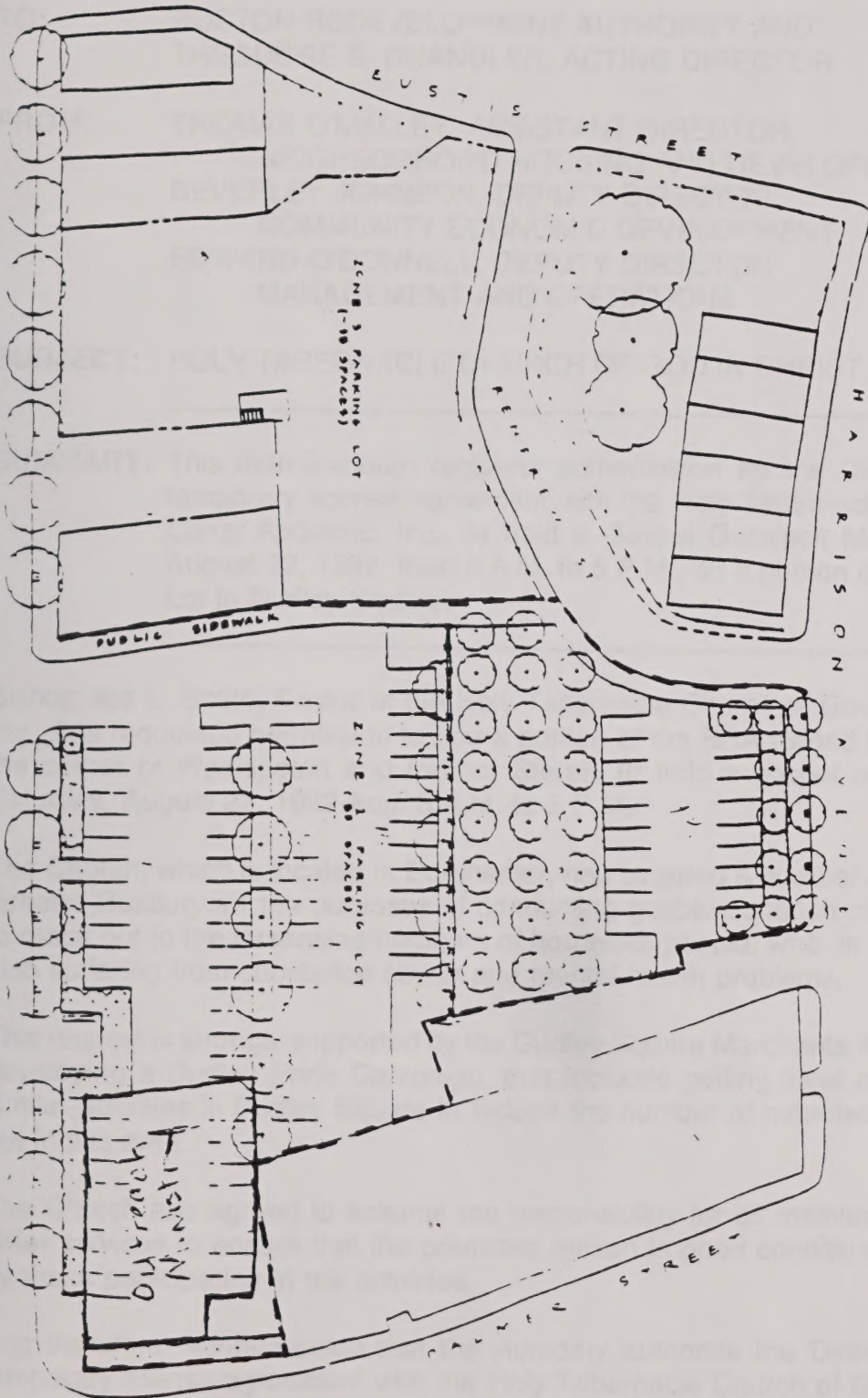
Lot 



BLAIR 2111 APPROVABILITY PROPOSAL
10 SEPTEMBER 1970

V A S H I N G T O N S T H E T I

Scale 1" = 20'-0"



MEMORANDUM

AUGUST 19, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR,
NEIGHBORHOOD HOUSING AND DEVELOPMENT
BEVERLEY JOHNSON, DEPUTY DIRECTOR,
COMMUNITY ECONOMIC DEVELOPMENT
EDWARD O'DONNELL, DEPUTY DIRECTOR
MANAGEMENT AND OPERATIONS

SUBJECT: HOLY TABERNACLE CHURCH OF GOD IN CHRIST APOSTOLIC, INC.,

SUMMARY: This memorandum requests authorization for the Director to execute a temporary license agreement with the Holy Tabernacle Church of God In Christ Apostolic, Inc., to hold a Gospel Outreach Ministry on Saturday, August 22, 1992, from 8 A.M. to 5 P.M., on a portion of the Blair's Parking Lot in Dudley Square.

Bishop Joe L. Smith, Pastor of the Holy Tabernacle Church of God In Christ Apostolic Inc., has requested permission to use a portion of the BRA owned Blair's parking lot at the corner of Washington and Palmer Streets to hold a gospel outreach ministry on Saturday, August 22, 1992 from 8 A.M. to 5 P.M..

The Church, which is located in Dorchester, has targeted a number of neighborhoods in Greater Roxbury for the purposes of conducting gospel outreach ministries in an effort to reach out to the increasing numbers of homeless people, who, in many instances are also suffering from substance abuse and mental health problems.

This request is strongly supported by the Dudley Square Merchants Association, who are developing a Dudley Pride Campaign, that includes getting local ministers to conduct similar activities in Dudley Square to reduce the number of homeless people who hang out in this area.

The Church has agreed to assume the responsibility for all maintenance, security and other services to ensure that the premises remain in good condition and are used only by those participating in the activities.

It is therefore recommended that the Authority authorize the Director to enter into a temporary license agreement with the Holy Tabernacle Church of God in Christ for the purpose of holding a gospel outreach ministry on the Blair's parking lot.

An appropriate vote follows:

VOTED: That the Director be and hereby is authorized to execute and deliver a Temporary License Agreement to the Holy Tabernacle Church of God In Christ, Inc., to conduct a gospel outreach ministry on August 22, 1992, from 8 A.M. to 5 P.M., on a portion of the BRA owned Blair's Lot at the corner of Washington and Palmer Streets in Dudley Square. Said license is to contain the expressed provision that no obligation on the part of the Authority, direct or indirect, is to be construed beyond this temporary tenancy. Said license shall also contain the express provision that Licensee agrees to assume all maintenance expenses including cleaning of litter, trash, debris or other disposable material on the premises. Said licensee shall obtain liability insurance naming the Authority as additional insured and Licensee agrees to indemnify and hold harmless the Authority from any liability and/or damage resulting from the Licensee's use of the premises. Said license shall include such other terms and conditions as the Director deems proper and in the best interest of the Authority.

